Independent Claim 65

Claim 65 recites, *inter alia*, receiving a request, from the host, to delete a unit of content stored on the storage system, ***wherein a previously-defined retention period for the unit of content is stored in the unit of content***, wherein the request identifies the unit of content using a content address generated, at least in part, from at least a portion of the content of the unit of content, and wherein the at least the portion of the content of the unit of content includes the previously-defined retention period (emphasis added).

Claim 65 patentably distinguishes over the asserted combination of Stuart and Margolus, as neither of these references discloses or suggests that the retention period for a unit of content is stored in the unit of content.

As conceded in the Office Action, Stuart fails to disclose or suggest storing a retention period for a unit of content in the unit of content (see Office Action, page 3). Stuart discloses two different embodiments for storing retention period for an object, both of which store the retention period for an object external to the object. The first of these two embodiments is illustrated in Figure 2 of Stuart, where the retention period for an object is stored in the name of the file system directory in which the object is stored. For example, any object stored in directory 30, which is named "Retain3Years" will be retained for three years (Stuart, ¶0028). In the second of these two embodiments, illustrated in Figure 7 of Stuart, the system stores external metadata 200 for each record or file in the system. The metadata includes a retention period 206 that indicates a time a during which the record is retained and not subject to removal (Stuart, ¶0047; ¶0050). Thus, in each of these embodiments of Stuart, the retention period for an object, record, or file, is not stored in the object, record or file, but rather is stored external to the object, record, or file.

Margolus fails to cure this infirmity of Stuart. While Applicant does not disagree with the Office Action that Margolus discloses assigning an expiration time to an object version, which is a time before which deletion of the object version is not permitted, Applicant respectfully disagrees that Margolus discloses that the expiration time for an object version is stored in the object version itself. Indeed, Margolus is silent as to where or how the expiration time for an object version is stored, and the Office Action has cited nothing that suggests that the expiration time for an object version is stored in the object version itself.

Moreover, even if Margolus were to somehow disclose that the expiration time for an object version stored in the object version (which it clearly does not), the Office Action fails to provide any reason why one of skill in the art would have modified the system of Stuart to store retention periods in this way, rather than using the techniques for storing retention periods that are disclosed in Stuart. Indeed, the only reason provided in the Office Action as to why one of skill in the art would have purportedly modified Stuart, based on the teachings of Margolus, is to "protect data files such that only unnecessary data can be deleted. Using the file identifier generated from the content of the file would prevent accidentally deleting files based on similar filenames (see Office Action, page 4)."

This reasoning appears to be directed to explaining why one of skill in the art purportedly would have modified the system of Stuart so that objects are accessed using identifiers generated from their content, but does nothing to explain why one of skill in the art would purportedly have modified the system of Stuart to store the retention period for an object in the object. As such, the Examiner has provided no rationale as to why he believes one skill in the art would have modified the system of Stuart to store the retention period for an object in the object, and the rejection is deficient for this additional reason.

In view of the foregoing, it should be appreciated that claim 65 patentably distinguishes over the asserted combination of Stuart and Margolus. Accordingly, it is respectfully requested that the rejection of claim 65 under 35 U.S.C. §103(a) be withdrawn.

Independent Claims 70 and 75

Independent claim 70 is directed to at least one computer readable storage medium encoded with instructions that, when executed on a computer system, perform a method comprising, *inter alia*, "receiving a request, from the host, to delete a unit of content stored on the storage system, ***wherein a previously-defined retention period for the unit of content is stored in the unit of content***, wherein the request identifies the unit of content using a content address generated, at least in part, from at least a portion of the content of the unit of content, and wherein the at least the portion of the content of the unit of content includes the previously-defined retention period (emphasis added)."

Independent claim 75 is directed to a storage system comprising at least one controller that, *inter alia*, "receives a request, from the host, to delete a unit of data stored on the storage system, ***wherein a previously-defined retention period for the unit of content is stored in the unit of content***, wherein the request identifies the unit of content using a content address generated, at least in part, from at least a portion of the content of the unit of content, and wherein the at least the portion of the content of the unit of content includes the previously-defined retention period (emphasis added)."

As should be appreciated from the discussion above, each of claims 70 and 75 patentably distinguishes over the asserted combination of Stuart and Margolus, as neither Stuart nor Margolus discloses or suggests storing the retention period for a unit of content in the unit of content.

Accordingly, it is respectfully requested that the rejection of each claims 70 and 75, under 35 U.S.C. §103(a), be withdrawn.

General Comments On Dependent Claims

Each of the dependent claims depends directly or indirectly from one of the independent claims. For reasons described in detail above, each of the independent claims patentably distinguishes over the references and each of these dependent claims distinguishes over the references at least based on its dependency.

Accordingly, for at least the foregoing reasons, it is respectfully requested that the rejections of claims 66-69, 71-74, and 76-78 be withdrawn.

Because each of the dependent claims depends from a base claim that is believed to be in condition for allowance, Applicant believes that it is unnecessary at this time to argue the allowability of each of the dependent claims individually. However, Applicant does not necessarily concur with the interpretation of the dependent claims as set forth in the Office Action, nor does Applicant concur that the basis for the rejection of any of the dependent claims is proper.

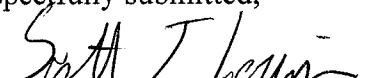
CONCLUSION

A Notice of Allowance is respectfully requested. The Examiner is requested to call the undersigned at the telephone number listed below if this communication does not place the case in condition for allowance.

If this response is not considered timely filed and if a request for an extension of time is otherwise absent, Applicant hereby requests any necessary extension of time. If there is a fee occasioned by this response, including an extension fee, that is not covered by an enclosed check, please charge any deficiency to Deposit Account No. 23/2825 under Docket No. E0295.70190US00 from which the undersigned is authorized to draw.

Dated: November 17, 2009

Respectfully submitted,

By 

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